RECENT DECISIONS.

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ALIEN ENEMY—RIGHT OF CITIZEN OF BELLIGERENT STATE TO SUE IN ITS COURTS ON BEHALF OF NON-RESIDENT ALIEN ENEMIES.—The plaintiffs, non-resident alien enemies, assign their cause of action to trustees, American citizens, for the benefit of creditors, of whom two are American banks, retaining, however, the right to supervise the disposition of moneys received. Upon defendant's motion to dismiss the suit, the plaintiffs request that their assignees be substituted as parties plaintiff. *Held,* since the result of a successful suit would enrich non-resident alien enemies, the action is suspended for the duration of the war. *Rothbarth* v. *Herzfeld* (1917) 179 App. Div. 865, 167 N. Y. Supp. 199.

When a non-resident alien enemy brings an action in the courts of this country the suit will generally be suspended, pending the termination of the war, *Plettenberg, Holthaus & Co.* v. *Kalmon & Co.* (D. C. 1917) 241 Fed. 605; 7 Moore, Digest of Int. Law § 1139; see *Speidel* v. *Barstow Co.* (D. C. 1917) 243 Fed. 621; 16 Columbia Law Rev. 525, even though citizens of the state in which the suit is brought have an interest in such suit. *Candilis & Sons* v. *Victor & Co.* (1916) 33 T. L. R. 20. The reasons for casting this disability upon the non-resident alien enemy is to prevent intercourse with the enemy, *Tingley* v. *Müller* [1917] 2 Ch. 144, 160; see *Williams* v. *Paine* (1897) 169 U. S. 55, 70, 18 Sup. Ct. 279, so that valuable military information, see 31 Law Q. Rev. 30, or financial aid may not reach him. *Plettenberg, Holthaus & Co.* v. *Kalmon & Co., supra.* This latter possibility has now been removed by the passage of the Trading with the Enemy Act, October 16, 1917, providing for the appointment of a custodian of alien enemy property and for the disposition of a money judgment through a proper court order. See *In re Kelly* (1917) 101 Misc. 495, 167 N. Y. Supp. 256. The only reason, therefore, for the disability to-day is the necessity for communication, and on this ground alone can the decision in the instant case be sustained. Cases where a resident representative of an enemy alien has not been permitted to sue, *Brandon* v. *Nesbitt* (1794) 6 Durn. & E. 23; *Dangler* v. *Hollinger Gold Mines Ltd.* (1915) 34 Ont. L. R. 78, may be explained on the ground that such actions involved communication with the non-resident enemy or made possible his financial enrichment. *Cf. Daimler Co. Ltd.* v. *Continental Tyre & Rubber Co.* (1916) 114 L. T. R. (N. S.), 1049. It would seem, however, that no hard and fast rule can be laid down, but the court within its sound discretion must determine whether under a given state of facts a recovery may be allowed without jeopardizing the public interest. See *Speyer Bros* v. *Rodriques* (1917) 117 L. T. R. (N. S.) 775.

CARRIERS—INTERSTATE COMMERCE—INITIAL CARRIER'S LIABILITY UNDER THE CARMACK AMENDMENT.—The plaintiff shipped goods with the defendant carrier consigned to a destination outside of the state. The terminal carrier, after holding the goods for a reasonable length of time, deposited them in a warehouse where they were subsequently lost. In an action against the initial carrier under the Carmack

Amendment, 34 Stat. 595, 8 U. S. Comp. Stat. (1916) § 8604a, *held,* the defendant was not liable. *Adams Seed Co.* v. *Chicago Great Western R. R.* (Iowa 1917) 165 N. W. 367.

A carrier's contract consists of the duty to carry and deliver property deposited with it for transportation, and while the carrier is so engaged the common law imposes upon it the strict liability of a common carrier. Where, however, such duty terminates the liability ends with it. *Rustad* v. *Great Northern Ry.* (1913) 122 Minn. 453, 142 N. W. 727. The majority view in this country does not consider the relationship of a carrier at an end until notice has been given to the consignee that the merchandise has arrived at its destination, and a reasonable time within which to remove it has elapsed. *Faulkner* v. *Hart* (1880) 82 N. Y. 413; *Walters* v. *Detroit United Ry.* (1905) 139 Mich. 303, 102 N. W. 745. Thereafter the railroad company holds the goods in the capacity of a warehouseman, with the obligations of an ordinary bailee for hire. *Rustad* v. *Great Northern Ry., supra.* The Carmack Amendment, by giving a shipper a remedy against the initial carrier, in effect constitutes the connecting carriers its agents, *Galveston, etc. R. R.* v. *Wallace* (1912) 223 U. S. 481, 32 Sup. Ct. 205; *Burkenroad Goldsmith Co.* v. *Illinois Cent. R. R.* (1915) 138 La. 81, 70 So. 44, and the result is just as though all the intermediate lines were owned by the first railroad. The liability of the initial carrier in regard to delivery is therefore to be tested by the liability of the final carrier. Since the loss in the instant case occurred when the terminal carrier was no longer acting in the capacity of a carrier of freight, the court properly held that the first carrier was not liable. *Louisville, etc. R. R.* v. *Brewer* (1913) 183 Ala. 172, 62 So. 698; *Hogan Milling Co.* v. *Union Pac. R. R.* (1914) 91 Kan. 783, 139 Pac. 397; *Dodge & Dent Mfg. Co.* v. *Pennsylvania R. R.* (1916) 175 App. Div. 823, 162 N. Y. Supp. 549. Furthermore, since the purpose of the statute is to relieve the shipper from the onerous burden of proving the negligence of a particular connecting carrier, while the goods are in transit, see *Atlantic, etc. R. R.* v. *Riverside Mills* (1911) 219 U. S. 186, 199, 31 Sup. Ct. 164, 167, the reason for applying the rule does not exist where the goods have already reached their terminus.

CIVIL RIGHTS—PLACES OF PUBLIC ACCOMMODATION—OF REFRESHMENT—OF AMUSEMENT.—Plaintiff, a negro, was refused service in a saloon and sued for the statutory penalty under the Civil Rights Law. N. Y. Civil Rights Law § 40, Laws of 1913 ch. 265. *Held,* a saloon is not a place of public accommodation within the act. *Gibbs* v. *Arras Bros.* (N. Y. Ct. of App. 1918) 58 N. Y. L. J. 95. On similar facts, *held,* that a dancing pavilion mantained by a railroad in connection with its business as carrier was a place of public accommodation. *Johnson* v. *Syracuse, etc. R. R.* (N. Y. Ct. of App. 1918) 58 N. Y. L. J. 122.

Civil rights laws usually contain a list of contemplated places and businesses plus a descriptive phase of general nature. The principles of construction adopted are that such general clauses are limited in their interpretation to cases of the same *genus* as those specifically mentioned; *Cicil* v. *Green* (1896) 161 Ill. 265, 43 N. E. 1105; *Rhone* v. *Loomis* (1898) 74 Minn. 200, 77 N. W. 31; and that, since such laws are usually penal, they are to be construed strictly with respect to cases not included in the enumeration. *Burks* v. *Bosso* (1905) 180 N. Y. 341, 73 N. E. 58. The general phrases usually presented for construction are: (1) "other places of public accommodation", which has